

1 Robert D. Mitchell (Arizona State Bar No. 011922), *admitted pro hac vice*
2 MITCHELL & ASSOCIATES, P.C.
3 1850 North Central Avenue, Suite 2030
4 Phoenix, Arizona 85004
5 Telephone: (602) 468-1411
6 Facsimile: (602) 468-1311
7 Email: robertmitchell@mitchell-attorneys.com

8 Anthony Michael Glassman (California State Bar No. 37934), *admitted pro hac vice*
9 GLASSMAN, BROWNING, SALTSMAN & JACOBS, INC.
10 360 North Bedford Drive, Suite 204
11 Beverly Hills, California 90210-5157
12 Telephone: (310) 278-5100
13 Facsimile: (310) 271-6041
14 Email: amg@gsjlaw.com

15 Richard Schonfeld (NSB No. 6815)
16 CHESNOFF & SCHONFELD
17 520 South Fourth Street
18 Las Vegas, Nevada 89101
19 Telephone: (702) 384-5563
20 Facsimile: (702) 598-1425
21 Email: rschonfeld@cslawoffice.com

22 Attorneys for Plaintiffs BRADLEY STEPHEN COHEN
23 and COHEN ASSET MANAGEMENT, INC.

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UNITED STATES DISTRICT COURT
STATE OF NEVADA – LAS VEGAS

BRADLEY STEPHEN COHEN, an
individual; and COHEN ASSET
MANAGEMENT, INC., a California
corporation,

Plaintiffs,

v.

ROSS B. HANSEN, an individual;
NORTHWEST TERRITORIAL MINT,
LLC, a Washington limited liability
company; and STEVEN EARL
FIREBAUGH, an individual,

Defendants.

Case No. 2:12-cv-01401-JCM-PAL
PROTECTIVE ORDER

1 Based upon the parties' Stipulation, and good cause appearing therefor,

2 **IT IS HEREBY ORDERED THAT:**

3 1. "Confidential information" shall mean for purposes of this order
4 information or documents that are not publicly available from the producing party
5 and are: (1) commercially sensitive; (2) private or personal; (3) proprietary; or (4) a
6 trade secret.

7 2. The parties may designate any document or information produced by
8 them as "confidential" by stamping the document or information to that effect prior
9 to production.

10 3. If any party inadvertently discloses documents or information without
11 the "confidential" designation that the party intended to mark "confidential," the
12 provisions of this stipulated protective order will apply to said documents or
13 information once such information and/or documents are identified by the producing
14 party as "confidential". In addition, if any party inadvertently discloses documents
15 or information that are subject to the attorney-client privilege, the work product
16 doctrine, and/or constitute materials prepared in anticipation of litigation or trial
17 ("Privileged Documents"), all receiving parties agree to return such documents and
18 information (and all hard copies and/or electronic copies thereof) to the disclosing
19 party immediately upon learning of their status as Privileged Documents and shall
20 refrain from using or disclosing such documents and information in this action or for
21 any other purpose.

22 4. All information and documents designated as confidential shall be
23 accorded confidential status until such time as determined otherwise pursuant to the
24 following provision of the Order.

25 5. All "confidential information" shall be used only as evidence for this
26 litigation, and shall not be used for any business, commercial or competitive
27 purposes, shall not be published on the internet or in any publication, shall not be
28 used to harass, embarrass or injure the producing party, and shall not be revealed,

1 discussed or disclosed in any manner or in any form, to any person or entity except
2 as authorized herein. Subject to the foregoing, such information may be disclosed to
3 the following:

4 (a) The Court and Court personnel including court reporters retained
5 by the parties;

6 (b) Counsel (including in-house counsel) representing the parties;

7 (c) An employee or agent of counsel representing the parties to
8 whom it is necessary the material be shown for purposes of litigation;

9 (d) A party or officers, directors, agents or employees of a party who
10 have the need to know such information for purposes of this litigation; and

11 (e) Experts or professional advisors and the persons regularly
12 employed in their offices retained by a party to assist in the prosecution or defense
13 or this action, but only to the extent necessary for such persons to perform their
14 assigned tasks with this action.

15 6. All such use of “confidential information” by the persons listed above
16 shall conform with the provisions of the Order.

17 7. Information marked “Confidential” shall not be shown or disclosed to
18 persons described in Paragraph 5(d) and 5(e) until those persons shall be shown this
19 Protective Order and sign a written agreement to be bound by the terms of this
20 Protective Order, Ex. 1 hereto.

21 8. The original and copies of the signed agreement(s) shall be maintained
22 in the possession, custody and control of counsel.

23 9. All persons who receive “confidential information” and/or material or
24 information accorded the status of confidentiality in this action shall:

25 (a) Maintain the confidentiality of such material and information in
26 accordance with the terms of this Protective Order; and
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1 (b) Not release or disclose the “confidential information” or the
 2 nature, substance or contents thereof to competitors of the parties or others who
 3 would or could use it for their own benefit.

4 10. Copies of disclosure statements, discovery responses and documents
 5 (including expert reports) containing “confidential information,” shall not be filed
 6 with the court, except in accordance with Paragraph 11-13 herein.

7 ~~11. In the event any document, exhibit, or any other submission by any~~
 8 ~~party is filed with the Court that includes, incorporates or quotes “confidential~~
 9 ~~information,” such filings shall be submitted in sealed envelopes endorsed to the~~
 10 ~~effect they are sealed pursuant to this Protective Order by reason of containing~~
 11 ~~“confidential information.” They shall be maintained under seal and not disclosed,~~
 12 ~~except to the Court or upon further Order of the Court.~~

13 12. To the extent that any “confidential information” is used in the taking
 14 of depositions, such “confidential information” shall remain subject to the
 15 provisions of this Order. At the time any “confidential information” is used in any
 16 deposition, counsel using the confidential information must inform the reporter of
 17 this Order. The reporter shall operate consistently with this Order and shall
 18 separately label the confidential portions of the deposition transcript, including
 19 documents and other exhibits containing confidential information.

20 13. The parties and their counsel may designate specific portions of
 21 depositions or other testimony concerning the documents contained therein as
 22 “confidential information” by:

23 (a) Stating orally on the record the day the testimony is given that
 24 the specific information that is expected to be “confidential;” and/or

25 (b) Sending written notice designating by page and line the portions
 26 of the transcript of the deposition or other testimony to be treated as “confidential”
 27 within ten days after receipt of the transcript.

Not
approved.
Modified
by the
court.

1 14. The execution of this Protective Order shall not in any way detract
2 from the right of a party to object to the production of discovery materials on
3 grounds other than confidentiality.

4 15. Failure by a party to challenge the confidentiality of any document or
5 information at the time of receipt thereof shall not preclude a subsequent challenge
6 thereto.

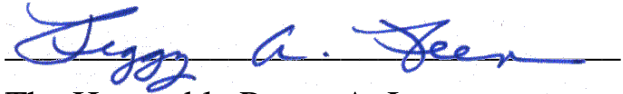
7 16. In the event a party to this litigation disagrees with the designation of
8 any information as “confidential,” the parties shall attempt to resolve the dispute in
9 good faith on an informal basis. If the disagreement cannot be resolved in this
10 fashion, the party contesting the confidentiality of the material may, by sealed
11 motion setting forth with specificity the items challenged, seek an Order freeing the
12 material in question from the designation. The party asserting the documents or
13 other tangible litigation materials constitute confidential information bears the
14 burden of proof that the terms of this Protective Order should apply. The parties
15 shall comply with the designation under the provisions of this Protective Order until
16 further Order of the Court.

17 17. Within 30 days of the conclusion of this litigation as to all parties, all
18 materials designated as “confidential information,” and all copies thereof, shall be
19 destroyed or returned to counsel for the disclosing party and shall remain subject to
20 the terms of this Protective Order. Counsel for the parties are responsible for
21 retrieving from their retained experts all materials designated as “confidential
22 information” and destroying or returning them.

23 18. The parties consent to the continuation of jurisdiction and venue of this
24 Court to resolve any disputes arising from the treatment or disposition of materials
25 designated as “confidential information” after conclusion of this litigation.

26 19. This Protective Order shall not be abrogated, modified, amended or
27 enlarged except by agreement of the parties or by Order of this Court, with notice
28 given to each of the parties.

1 EXECUTED this 6th day of May, 2013.

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5 The Honorable Peggy A. Leen
6 United States District Court Magistrate Judge
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FIREBAUGH, an individual,

Defendants.

Case No. 2:12-cv-01401-JCM-PAL

**AGREEMENT REGARDING
PROTECTIVE ORDER**

1 I, _____, on behalf of myself and as an employee or
2 expert of _____, have read the _____, 2013
3 Protective Order stipulated by the parties and ordered by the Court, and agree to be
4 bound by its provisions.

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6 DATED: _____, 2013

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8 By _____
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